

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

Rybak Brothers Construction, LLC,

Civ. No. _____

Plaintiff,

vs.

ANSWER

Wells Fargo Bank, N.A.,

Defendant.

For its Answer to the Complaint in the above-entitled action, Wells Fargo Bank, N.A. (“Wells Fargo”) states as follows.

FIRST DEFENSE

1. Answering the paragraph titled “Preliminary Statement,” Wells Fargo states that it is without knowledge or information sufficient to form a belief about the truth of the allegations contained therein, and thereby denies the same.

2. Answering paragraph 1 of the Complaint, Wells Fargo states that it is without knowledge or information sufficient to form a belief about the truth of the allegations contained therein, and thereby denies the same.

3. Answering paragraph 2 of the Complaint, Wells Fargo states that it is a national association, and admits that its registered agent in the State of Minnesota as listed with the Minnesota Secretary of State is Corporation Service Company 380 Jackson Street #700, St. Paul, Ramsey County, Minnesota 55101.

4. Answering paragraphs 3 and 4 of the Complaint, Well Fargo states that the matters alleged therein are not factual allegations but instead are purported conclusions to

which no responsive pleading is required.

5. Answering paragraph 5 of the Complaint, Wells Fargo states that it is without knowledge or information sufficient to form a belief about the truth of the allegations contained therein, and thereby denies the same.

6. Answering paragraph 6 of the Complaint, Wells Fargo states that it is without knowledge or information sufficient to form a belief about the truth of the allegations contained therein, and thereby denies the same.

7. Answering paragraph 7 of the Complaint, Wells Fargo states that it is without knowledge or information sufficient to form a belief about the truth of the allegations contained therein, and thereby denies the same.

8. Answering paragraph 8 of the Complaint, Wells Fargo states that it is without knowledge or information sufficient to form a belief about the truth of the allegations contained therein, and thereby denies the same.

9. Answering paragraph 9 of the Complaint, Wells Fargo states that it is without knowledge or information sufficient to form a belief about the truth of the allegations contained therein, and thereby denies the same.

10. Answering paragraph 10 of the Complaint, Wells Fargo states that it is without knowledge or information sufficient to form a belief about the truth of the allegations contained therein, and thereby denies the same.

11. Answering paragraph 11 of the Complaint, Wells Fargo states that it is without knowledge or information sufficient to form a belief about the truth of the allegations contained therein, and thereby denies the same.

12. Answering paragraph 12 of the Complaint, Wells Fargo states that it is without knowledge or information sufficient to form a belief about the truth of the allegations contained therein, and thereby denies the same.

13. Answering paragraph 13 of the Complaint, Wells Fargo states that it is without knowledge or information sufficient to form a belief about the truth of the allegations contained therein, and thereby denies the same.

14. Answering paragraph 14 of the Complaint, Wells Fargo states that it is without knowledge or information sufficient to form a belief about the truth of the allegations contained therein, and thereby denies the same.

15. Answering paragraph 15 of the Complaint, Wells Fargo states that it is without knowledge or information sufficient to form a belief about the truth of the allegations contained therein, and thereby denies the same.

16. Answering paragraph 16 of the Complaint, Wells Fargo states that it is without knowledge or information sufficient to form a belief about the truth of the allegations contained therein, and thereby denies the same.

17. Answering paragraph 17 of the Complaint, Wells Fargo states that it is without knowledge or information sufficient to form a belief about the truth of the allegations contained therein, and thereby denies the same.

18. Answering paragraph 18 of the Complaint, Wells Fargo restates and incorporates by reference each preceding paragraph of this its Answer.

19. Answering paragraph 19 of the Complaint, Wells Fargo states that it is without knowledge or information sufficient to form a belief about the truth of the

allegations contained therein, and thereby denies the same.

20. Answering paragraph 20 of the Complaint, Wells Fargo states that it is without knowledge or information sufficient to form a belief about the truth of the allegations contained therein, and thereby denies the same.

21. Answering paragraph 21 of the Complaint, Wells Fargo states that it is without knowledge or information sufficient to form a belief about the truth of the allegations contained therein, and thereby denies the same.

22. Answering paragraph 22 of the Complaint, Wells Fargo states that it is without knowledge or information sufficient to form a belief about the truth of the allegations contained therein, and thereby denies the same.

23. Except to the limited extent expressly admitted herein, Wells Fargo denies each and every allegation, matter, statement, and thing contained in the Complaint.

SECOND DEFENSE

24. The Complaint fails to state a claim upon which relief can be granted against Wells Fargo.

THIRD DEFENSE

25. Plaintiff's purported claims against Wells Fargo are barred in whole or in part by Minn. Stat. § 336.3-406.

FOURTH DEFENSE

26. Plaintiff's purported claims against Wells Fargo are barred in whole or in part by Plaintiff's own negligence.

FIFTH DEFENSE

27. Plaintiff's purported claims against Wells Fargo are barred in whole or in part by comparative fault.

SIXTH DEFENSE

28. Plaintiff's purported claims against Wells Fargo are barred in whole or in part by Minn. Stat. § 336.3-404.

SEVENTH DEFENSE

29. Plaintiff's purported claims against Wells Fargo are barred in whole or in part by Minn. Stat. § 336.3-405.

EIGHTH DEFENSE

30. Plaintiff's purported claims against Wells Fargo are barred to the extent of any loss caused by the delay in giving notice of the claim.

NINTH DEFENSE

31. Plaintiff's purported claims against Wells Fargo are barred by estoppel and waiver.

TENTH DEFENSE

32. Wells Fargo reserves the right to assert additional defenses as the facts in this action become better known.

Dated: August 24, 2009

s/ Richard T. Thomson
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Amy L. Schwartz (#0339350)
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